

LEASE OF RAILROAD EQUIPMENT

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between

INTERSTATE COMMERCE COMMISSION

DETROIT, TOLEDO and IRONTON RAILROAD COMPANY

LESSEE

and

INDUSTRIAL LEASING CORPORATION

LESSOR

Dated as of March 15 , 1972

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EXHIBIT A

LEASE OF RAILROAD EQUIPMENT

THIS LEASE OF RAILROAD EQUIPMENT dated as of March 15 , 1972 between INDUSTRIAL LEASING CORPORATION, a Rhode Island corporation (hereinafter called the "Lessor") and DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY, a Delaware corporation (hereinafter called the "Lessee").

W I T N E S S E T H :

WHEREAS, the Lessor has entered into a Conditional Sale Agreement (hereinafter called the "Conditional Sale Agreement") with Berwick Forge and Fabricating, a Division of Whittaker Corporation, a California corporation (hereinafter called the "Manufacturer"), dated as of March 15 , 1972, wherein the Manufacturer agrees to manufacture (in accordance with the specifications referred to in Annex A to the Conditional Sale Agreement and in accordance with such modifications thereto as may have been agreed upon in writing by the Manufacturer and the Lessee, which specifications and modifications, if any, are hereinafter called the "Specifications"), sell and deliver to the Lessor 75 Railroad Cars (hereinafter called individually a "Car" or "Unit" and collectively the "Units") with Lessee's road numbers 18800 through 18874, inclusive; and

WHEREAS, the Manufacturer proposes to assign its interest in the Conditional Sale Agreement to THE STATE TEACHERS RETIREMENT BOARD OF OHIO (hereinafter referred to as the "Vendor");

WHEREAS, the Lessee desires to lease said Units, or such lesser number as are delivered under the Conditional Sale Agreement on or prior to June 1, 1972, at the rentals and for the terms and upon the conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the parties hereto agree as follows:

1. LEASE. The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the Units described in the lease supplement executed by the parties hereto concurrently herewith or described in any lease supplement from time to time hereafter executed by the parties hereto. Each such lease supplement (hereinafter individually called a "Lease Supplement" and collectively the "Lease Supplements") is or shall be substantially the form attached hereto as Annex A and shall constitute a part of this Lease for all purposes hereof to the same extent as if set forth in full herein.

2. TERM. The term of the lease of each Unit hereunder shall commence upon delivery as set forth in Section 6 hereof and shall continue for the period specified in the Lease Supplement relating thereto.

3. RENT. The aggregate rent payable for each

Unit throughout the term such Unit is leased hereunder shall be the amount or amounts set forth in the Lease Supplement covering such Unit. Such rent shall be payable in advance in the amounts and on the dates specified in such Lease Supplement.

4. THE CONDITIONAL SALE AGREEMENT On or prior to the date of the execution and delivery of this Lease, the Lessor has purchased the Units leased hereunder pursuant to the Conditional Sale Agreement with the Vendor, it being hereby specifically agreed to by the Lessee that all of the interests of the Lessee in and to the Units are subject and subordinate in all respects to all of the right, title and interest of the Vendor in and to the Units under the Conditional Sale Agreement; provided, however, that as agreed to by the Vendor in Article 17 of the Conditional Sale Agreement, the Vendor shall not have the right to exercise any right or remedy pursuant to the Conditional Sale Agreement to the extent that to do so would interfere with, or otherwise adversely affect, any right or interest of the Lessee under this Lease unless and until an Event of Default as defined in this Lease shall have occurred and be continuing.

5. USE. The Lessee will cause the Units to be operated in accordance with any applicable manufacturer's manuals or instructions by competent and duly qualified personnel only and in accordance with all applicable govern-

mental regulations, if any, and only upon railroad lines owned or operated by the Lessee or over which the Lessee has trackage rights for operation of its trains, and upon connecting and other railroads in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Lease; and the Lessee may receive and retain all compensation for such use from other railroads so using any of the Units.

6. DELIVERY AND ACCEPTANCE. The Lessor will cause each of the Cars to be delivered to the Lessee at the tracks of the Manufacturer in Berwick, Pennsylvania. Upon the delivery of any Car as provided above, such Unit shall be deemed accepted hereunder and be and become immediately subject to all the terms and provisions of this Lease without necessity of further act, subject, however, to the execution of a Lease Supplement with respect thereto upon or prior to the Settlement Date for such Unit as set forth in Article 3 of the Conditional Sale Agreement; provided, however, that no Lease Supplement with respect to the Cars will be delivered unless simultaneously therewith or prior thereto the Lessee shall have delivered to the Manufacturer an executed Certificate of Acceptance. If such Car is in compliance with the specifications the Lessee shall (and is hereby authorized and empowered by the Lessor to) confirm the acceptability of such Unit on behalf of the Lessor under

the Conditional Sale Agreement and evidence such acceptability by executing and delivering to the Vendor thereunder, in such number of counterparts or copies as may reasonably be requested, the Certificate of Acceptance describing such Unit to be delivered or being delivered therewith to the Lessee.

7. ANNUAL REPORTS. On or before the last day of February in each year, commencing with the year 1973, the Lessee will cause to be furnished to the Lessor and the Vendor an accurate statement, as of the preceding September 30, (a) showing the amount, description and numbers of the Units then leased hereunder, the amount, description and numbers of all Units that may have suffered a Casualty Occurrence during the preceding twelve months (or since the date of this Lease, in the case of the first such statement), and such other information regarding the condition and state of repair of the Units as the Lessor or the Vendor may reasonably request and (b) stating that, in the case of all Units repainted during the period covered by such statement, the markings as required by Section 21 hereof and Article 14 of the Conditional Sale Agreement shall have been preserved or replaced. The Lessor and the Vendor shall each have the right, at their sole cost and expense, by their authorized representatives, to inspect the Units and the Lessee's books and records with respect thereto, at such times as shall be reasonably nec-

essary to confirm to the Lessor and the Vendor the existence and the proper maintenance, use and operation of the Units during the continuance of this Lease.

8. DISCLAIMER; MAINTENANCE AND REPAIR; COMPLIANCE WITH LAWS AND RULES. The Lessor makes no warranty or representation, either express or implied, as to the fitness, design or condition of, or as to the quality of the material, equipment or workmanship in, the Units delivered to the Lessee hereunder and the Lessor makes no warranty of merchantability or fitness of the Units for any particular purpose or as to title to the Units or any component thereof or any other representations and warranties whatsoever with respect to the Units. it being agreed that all such risks, as between the Lessor and the Lessee, are to be borne by the Lessee; but the Lessor hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for account of the Lessor and/or the Lessee, as their interests may appear, whatever claims and rights the Lessor may have, as Vendee, under the provisions of Articles 12 and 13 of the Conditional Sale Agreement. The Lessee agrees for the benefit of the Lessor and the Vendor that, at its own cost and expense, it will maintain and keep each Unit which is subject to this Lease in good order and repair, ordinary

wear and tear excepted. The Lessee further agrees, for the benefit of the Lessor and the Vendor, to comply in all respects with all governmental laws, regulations, requirements and rules (including the rules of the Department of Transportation and the Interstate Commerce Commission and the interchange rules of the Association of American Railroads and the rules of any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units) with respect to the use, maintenance and operation of each Unit subject to this Lease. In case any equipment or appliance on any such Unit shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on such Unit in order to comply with such laws, regulations, requirements and rules the Lessee agrees to make such changes, additions and replacements at its own expense; and the Lessee agrees to maintain such Unit in full compliance with such laws, regulations, requirements and rules so long as it is subject to this Lease. Any parts installed or replacements made by the Lessee upon any Unit shall be considered accessions to such Unit and title thereto shall be immediately vested in the Lessor, subject to the Conditional Sale Agreement and the rights of the Vendor thereunder, without cost or expense to the Lessor or the Vendor. The Lessee agrees to prepare and deliver to the Lessor, with a copy to the Vendor, within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Lessor) any and all reports required to be filed by the Lessor, with any federal, state, dominion, provincial

or other regulatory authority by reason of the ownership by the Lessor of the Units or the leasing of the Units to the Lessee.

9. CASUALTY OCCURRENCE. In the event that any Unit shall be or become worn out, lost, stolen, destroyed or irreparably damaged, from any cause whatsoever, or taken or requisitioned (whether of title or for use) by condemnation or otherwise (each such occurrence being hereinafter called a "Casualty Occurrence") during the term of this Lease, the Lessee shall, by written notice to Lessor and Vendor within eight days after it shall have determined that such Unit has suffered a Casualty Occurrence, fully notify the Vendor and the Lessor with respect thereto and elect one of the following two alternatives:

(1) On the rental payment date next succeeding such notice (or in the event such rental payment date shall occur within five days after such notice, on the following rental payment date) the Lessee shall pay to the Vendor a sum equal to the Stipulated Loss Value of such Unit as of the date of such payment as set forth in paragraph F of the Lease Supplement with respect thereto. Upon payment of the Stipulated Loss Value for such Unit, the rental for such Unit shall cease to accrue as of the date of such payment, the term of this Lease as to such Unit shall terminate, title to such Unit shall pass to and vest in the Lessee, without necessity of further act and without any representation or warranty whatsoever on the part of the Lessor, and the Lessee shall assume all responsibility in respect of the ownership of such Unit; or

(2) Duly convey to Vendor under the terms of the

Conditional Sale Agreement, as replacement for any Unit which has suffered a Casualty Occurrence, title to another Unit owned by Lessee free and clear of all liens, encumbrances or rights of others whatsoever and having a value and utility at least equal to, and being in as good operating condition as the Unit which suffered the Casualty Occurrence if such Unit was in the condition and repair as required by the terms hereof immediately prior to the Casualty Occurrence; and, in such case, Lessee, at its own expense, will promptly (i) furnish Vendor with bills of sale, in form and substance satisfactory to Vendor and Lessor, with respect to such replacement Unit, (ii) cause a supplement hereto and a supplement to the Conditional Sale Agreement, in form and substance satisfactory to Vendor and Lessor, subjecting such replacement Unit under this Lease and the Conditional Sale Agreement to be duly executed by Lessee and recorded in accordance with the provisions of Section 24 hereof and Article 27 of the Conditional Sale Agreement, (iii) furnish Vendor and Lessor with such evidence of Lessee's title to such replacement Unit (including, if requested, an opinion of Lessee's counsel), of the condition of such replacement Unit and of compliance with the insurance provisions of this Section 9 with respect to such replacement Unit as Vendor and Lessor may reasonably request and (iv) take such other action as Vendor and Lessor may reasonably request in order that such Unit be duly and properly titled in Vendor and leased hereunder to the same extent as the Unit replaced thereby. Upon full compliance by Lessee

with the terms of this subparagraph (2), Vendor and Lessor will transfer to Lessee, without recourse or warranty, all of Vendor's and Lessor's right, title and interest, if any, in and to the Unit with respect to which there was a Casualty Occurrence free and clear of any liens or encumbrances created by Vendor or Lessor. For all purposes hereof, each such replacement Unit shall be deemed part of the property leased hereunder.

If alternative (2) above is elected by Lessee, Lessee shall cause the same to be fully performed within 30 days after the giving of such notice, except that if within 10 days after the giving of such notice Lessor shall have informed Lessee in writing that the replacement Unit is unsatisfactory to Lessor, Lessee shall then fully perform alternative (1) above within 30 days after the giving of Lessee's notice.

Except as hereinabove in this Section 9 provided, the Lessee shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any Unit after delivery to the Lessee hereunder.

In the event the Lessor or the Lessee shall receive any payment from any governmental authority by reason of any Casualty Occurrence to a Unit resulting from any taking or requisitioning of such Unit, the Lessee shall be entitled to such payment to the extent the same does not exceed the Stipulated Loss Value of such Unit duly paid by the Lessee and the Lessor shall be entitled to any remaining portion of such payment which shall promptly be paid over to the Vendor for the account of

a period not exceeding three months and transport the same, at any time within such three-month period, to any reasonable place on the lines of railroad operated by the Lessee or to any connecting carrier for shipment, all as directed by the Lessor, the movement and storage of such Unit to be at the expense and risk of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Unit, to inspect the same. Following such expiration of the term of this Lease, with respect to such Unit the rental therefor shall continue, however, at a daily rate computed by dividing the semiannual rental hereunder for such Unit by 180 until actual withdrawal from service and storage of such Unit. Notwithstanding the foregoing, if any such Unit is sold to the Lessee pursuant to the provisions of Section 15 hereof prior to its having been assembled, delivered and stored as above provided, all obligations hereunder of the Lessee with respect to the assembling, delivering, storing and transporting of such Unit shall thereupon terminate. The assembling, delivering, storing and transporting of the Units as hereinbefore provided are of the essence of this Lease,

and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. Upon the return of any Unit, the Lessee agrees that there will be removed from such Unit any name or other identification of the Lessee thereon and that such Unit will be in the same condition as when delivered to the Lessee hereunder, ordinary wear and tear excepted, and free and clear of all liens, encumbrances or rights of others whatsoever except liens or encumbrances resulting from claims against the Lessor not related to the ownership of each Unit.

11. TAXES. All payments to be made by the Lessee hereunder will be free of expense to the Lessor for collection or other charges and will be free of expense to the Lessor with respect to the amount of any local, state, federal, or Canadian (Dominion or Provincial) taxes (other than any United States federal income tax and, to the extent that the Lessor receives credit for such taxes against its United States federal income tax liability, any Canadian income tax, payable by the Lessor in consequence of the receipt of payments

provided herein and other than the aggregate of all state or city income taxes or franchise taxes measured by net income based on such receipts, except any such tax which is in substitution for or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as herein provided, limited, however, to the amount of the reduction in tax to the Lessee), assessments, duties, license fees charges, fines, all expenses of collection or penalties of any kind hereafter levied or imposed upon, or in connection with, or measured by, this Lease, the Conditional Sale Agreement or any sale, rental, use, payment, shipment, import, export, delivery or transfer of legal title or security title under the terms hereof or of the Conditional Sale Agreement; all of which amounts (hereinafter called "impositions") the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Lessee will also pay promptly all impositions which may be imposed upon any Unit or for the use or operation thereof or upon the earnings arising therefrom or upon the Lessor solely by reason of its ownership thereof and will keep at all times all and every part of such Unit free and clear of all impositions which might in any way affect the title of the Lessor or result in a lien upon any such Unit; provided, however, that the Lessee shall be under no obligation to pay any impositions so long as it is contesting in good faith and by appropriate legal proceedings such impositions and the nonpayment thereof does not, in the opinion of the Lessor, adversely affect the title, property or rights of the Lessor

hereunder or under the Conditional Sale Agreement. If any impositions shall have been charged or levied against the Lessor directly and paid by the Lessor, the Lessee shall pay to the Vendor for the account of the Lessor, as a credit against any obligation of the Lessor to the Vendor under Article 24 of the Conditional Sale Agreement the amount of such impositions upon presentation of an invoice therefor.

In the event that the Lessor shall become obligated to make any payment pursuant to Article 24 of the Conditional Sale Agreement not covered by the foregoing paragraph of this Section 11, the Lessee shall pay such additional amounts (which shall also be deemed impositions hereunder) to the Vendor for the account of the Lessor as a credit against any obligation of the Lessor to the Vendor under said Article 24 as will enable the Lessor to fulfill completely its obligations pursuant to said Article 24.

In the event any reports with respect to impositions are required to be made on the basis of individual Units, the Lessee will either make such reports in such manner as to show the interests of the Lessor and the Vendor in such Units or notify the Lessor and the Vendor of such requirement and make such reports in such manner as shall be satisfactory to the Lessor and the Vendor.

In the event that, during the continuance of this Lease, the Lessee becomes liable for the payment or reimbursement of any impositions, pursuant to this Section 11, such liability shall continue, notwithstanding the expiration

of this Lease, until all such impositions are paid or reimbursed by the Lessee.

12. LIENS, ENCUMBRANCES AND RIGHTS OF OTHERS.

The Lessee will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, attachment, charge, encumbrance or right of others whatsoever on or with respect to any Unit, title thereto or any interest therein, except (i) the respective rights of the Lessor, the Lessee and the Vendor with respect thereto, as provided herein and in the Conditional Sale Agreement, (ii) liens or encumbrances which result from claims against the Lessor not related to the ownership of the Units, (iii) liens for taxes either not yet due or being contested in good faith and by appropriate proceedings and (iv) inchoate materialmen's, mechanics', workmen's, repairmen's or employees' liens or other like liens arising in the ordinary course of business and securing obligations which are not delinquent. The Lessee will promptly notify the Lessor in writing and will promptly, at the Lessee's expense, cause any such mortgage, pledge, lien, attachment, charge, encumbrance or right of others not excepted above which may arise at any time to be duly discharged, dismissed and removed as soon as possible, but in any event within 30 days after the existence of the same shall have first become known to the Lessee. The Lessee's obligations under this Section 12 shall survive termination of this Lease.

13. LESSOR'S PAYMENT. If the Lessee fails to make any payment of rent required to be made by it hereunder or fails to perform or comply with any of its agreements contained herein, the Lessor may itself make such payment or perform or comply with such agreement, and the amount of such payment and the amount of the reasonable expenses of the Lessor incurred in connection with such payment or the performance of or compliance with such agreement, as the case may be, together with interest thereon at the rate of 9% per annum as provided by Section 22 hereof, shall be deemed additional rent, payable by the Lessee upon demand. In the event of the nonpayment of any such additional rent, the Lessor shall have all rights, powers and remedies provided for herein or by law or equity or otherwise in the case of the nonpayment of the rent payable pursuant to Section 3 hereof.

14. DEFAULT. If, during the continuance of this Lease, one or more of the following events (hereinafter sometimes called "Events of Default") shall occur:

A. default shall be made in the payment of any part of the rental provided in Section 3 hereof and such default shall continue for five days:

B. the Lessee shall make or permit any unauthorized assignment or transfer of this Lease or of possession of the Units, or any thereof;

C. any representation or warranty made by

the Lessee herein or in any document or certificate furnished to the Lessor in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect;

D. default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein and such default shall continue for 30 days after written notice from the Lessor to the Lessee specifying the default and demanding that the same be remedied;

E. any proceedings shall be commenced by or against the Lessee for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustments of the obligations of the Lessee hereunder), and all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Lessee or for the property of the Lessee in connection with any such proceedings in such manner that such

obligations shall have the same status as obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceeding shall have been commenced, whichever shall be earlier; or

F. a petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may hereafter be amended, shall be filed by or against the Lessee, and all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed in such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees, within 30 days after such appointment, if any, or 60 days after such petition shall have been filed, whichever shall be earlier;

then, in any such case, the Lessor, at its option, may:

(a) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) by notice in writing to the Lessee terminate this Lease, whereupon all rights of the Lessee to the use of the Units shall absolutely cease and determine as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Units may be and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Units for any purposes whatever; but the Lessor shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full rental period by a fraction of which the numerator is such number of days, and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (i) as liquidated damages for loss of the bargain and not as a penalty, a sum,

with respect to each Unit, which represents the excess of (x) the present value, at the time of such termination, of the entire unpaid balance of all rentals for such Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Unit over (y) the then present value, if any, of the rentals which the Lessor reasonably estimates to be obtainable by the Lessor for the use of the Unit during such period, such present value to be computed in each case on a basis of a 6% per annum discount, compounded semiannually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated and (ii) any damages and expenses, including reasonable attorneys' fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease other than for the payment of rental.

The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver

is permitted by law. The Lessee hereby waives any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make rental payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf.

The failure of the Lessor to exercise the rights granted it hereunder upon the occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

15. RETURN OF UNITS UPON DEFAULT. If this Lease shall terminate pursuant to Section 14 hereof, the Lessee shall forthwith deliver possession of the Units to the Lessor. For the purpose of delivering possession of any Unit or Units to the Lessor as above required, the Lessee shall at its own cost, expense and risk:

A. forthwith place such Units upon such storage tracks of the Lessee as the Lessor reasonably may designate,

B. permit the Lessor to store such Units on such tracks at the risk of the Lessee until such Units have been sold, leased or otherwise disposed of by the Lessor, and

C. transport the same to any place on the lines of railroad operated by it or any of its affiliates or to any connecting carrier for ship-

ment, all as directed by the Lessor.

The assembling, delivering, storing and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee and are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. During any storage period, the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Unit, to inspect the same. Upon the return of any Unit, the Lessee agrees that there will be removed from such Unit any name or other identification of the Lessee thereon and that such Unit will be in the same condition as when delivered to the Lessee hereunder, ordinary wear and tear excepted, and free and clear of all liens, encumbrances or rights of others whatsoever except the Conditional Sale Agreement and liens or encumbrances resulting from claims against the Lessor not related to the ownership of such Unit. Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 15, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any

Unit to the Lessor, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be in possession of such Unit at the time.

16. PURCHASE OPTION. Unless an Event of Default shall have occurred and be continuing, the Lessee may elect, by giving not less than 180 days' prior written notice to the Lessor, to purchase on the last business day of the term hereof, and having made such election the Lessee shall so purchase, any Unit from the Lessor by paying to the Lessor in cash on such day an amount equal to the then fair market sales value of such Unit. For the purpose of this Section 16, "fair market sales value" of any Unit shall be determined by an appraisal mutually agreed to by two recognized independent railroad equipment appraisers, one chosen by the Lessor and one chosen by the Lessee, or, if such appraisers cannot agree on the amount of such appraisal, arrived at by a third independent appraiser chosen by the mutual consent of such two appraisers. If either party shall fail to appoint an appraiser within 30 days after notice to the Lessor of the Lessee's election to purchase or if such two appraisers be appointed and such appraisers cannot within 30 days of the appraiser last appointed agree on the amount of such appraisal and fail within such time to appoint a third appraiser, then either party may apply to any court having jurisdiction to make such appointment. The sale

of any Unit by the Lessor to the Lessee pursuant to this Section 16 shall be made without any recourse or warranty whatsoever on the part of the Lessor except for liens or encumbrances which result from claims against the Lessor not related to the ownership of such Unit. The cost of all appraisals and any other costs or expenses incurred in connection with a sale pursuant to this Section 16 shall be borne by the Lessee.

17. LESSEE'S REPRESENTATIONS AND WARRANTIES. The Lessee represents and warrants and on the Settlement Date (as that term is defined in the Conditional Sale Agreement), as a Condition to the obligation of the Lessor to continue thereafter to lease the Units to the Lessee hereunder, the Lessee shall deliver to the Lessor and the Vendor counterparts addressed to the Lessor and the Vendor, in scope and substance satisfactory to the Lessor and the Vendor and their respective counsel, the written opinion of counsel for the Lessee and a certificate of a duly authorized representative of the Lessee, to the effect that:

A. the Lessee is a corporation legally incorporated, validly existing and in good standing under the laws of the State of Delaware, with adequate corporate power to own its properties and carry on its business as presently conducted and to enter into and perform this Lease;

B. this Lease, including each Lease Supplement, the Acknowledgement of Notice of Assignment and the Lessee's Consent and Agreement to the Collateral Assignment of Lease and Agreement have been duly authorized, executed and

delivered by the Lessee and constitute the valid, legal and binding agreements of the Lessee, enforceable in accordance with their respective terms;

C. the Conditional Sale Agreement and this Lease, including each Lease Supplement, the Collateral Assignment of Lease and Agreement and Lessee's Consent and Agreement, and the Agreement and Assignment in due form for recording and deposit and have been duly filed and recorded in the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and have been duly deposited with the Registrar General of Canada with the giving of notice of such deposit in The Canada Gazette in accordance with Section 86 of the Railway Act of Canada (1970-RSC), such filing, recording and deposit has established and will protect the interests of the Lessor and the Vendor in and to the Units as against all persons, including, without limitation, any purchaser from, or mortgagee, creditor, receiver or trustee in bankruptcy of, the Lessor or the Lessee and no other filing, recording or deposit is necessary or advisable to protect the title and interest of the Vendor or the Lessor in and to the Units in any state of the United States of America and in the Dominion of Canada or any province of any territory thereof.

D. no approval is required from any public regulatory body with respect to the entering into or performance of the Conditional Sale Agreement, the Agreement and Assignment, the Collateral Assignment of Lease and Agreement and Lessee's Consent and Agreement or this Lease, including each Lease Supplement;

E. the entering into and performance of this Lease, including each Lease Supplement, the Acknowledgement of Notice of Assignment and the Lessee's Consent and Agreement will not contravene any law binding upon the Lessee or result in any breach of, or constitute a default under or result in the creation of any lien, charge or encumbrance upon the Lessee's leasehold interest under this Lease in the Units pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it may be bound; and

F. no mortgage, deed of trust, or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interests therein of the Lessee, now attaches or hereafter will attach to the Units or in any manner affects or will affect adversely the Lessor's right, title and interest therein; provided, however, that such liens may attach to the rights of the Lessee hereunder in and to the Units if they do not adversely affect the Lessor's rights hereunder or its right, title and interest in the Units.

G. no action has been taken on the part of the Lessee which would prevent the vesting in the Vendor of all rights, titles, interests, powers, privileges and remedies purported to be assigned to the Vendor

by the Agreement and Assignment and the Collateral Assignment of Lease and Agreement or which would prevent the vesting of security title in each Unit in the assignee under the Agreement and Assignment at the time of delivery thereof to the Vendee under the Conditional Sale Agreement free and clear of all claims, liens, security interest and other encumbrances of any nature except only the rights of the Vendor under the aforesaid Conditional Sale Agreement and the rights of Lessee under the Lease;

H. the Lessee has performed all obligations on its part to be performed under the Lease and the Conditional Sale Agreement on or prior to the date of such opinion.

18. LESSEE'S OBLIGATION TO PURCHASE THE UNITS UNDER CERTAIN CIRCUMSTANCES. In the event that on the Settlement Date the Vendor fails to pay to the Manufacturer a portion of the Owner's Cost of the Units (as such terms are defined in the Conditional Sale Agreement), the Lessor shall be entitled, for a period of twenty business days from and after the Settlement Date, to require the Lessee to purchase the Units from the Lessor. In the event that the Lessor requires such purchase, the Lessee agrees immediately

to purchase the Units and to make payment to the Vendor in accordance with Section 8 of the Conditional Sale Agreement. Upon the making of such payment this Lease, the Conditional Sale Agreement, the Purchase Contract Assignment and Assumption between Lessor and Lessee dated as of March 15, 1972, the Collateral Assignment of Lease and Agreement dated as of March 15, 1972 and the Agreement and Assignment dated as of March 15, 1972, shall become null and void and Lessor and Vendor agree to furnish Lessee with full discharge and certificate of performance on the Conditional Sale Agreement and any assignment thereof and this Lease and any assignment thereof.

19. FEDERAL INCOME TAXES. The Lessor, as the owner of each Unit, shall be entitled to such deductions, credits and other benefits as are provided by the Internal Revenue Code of 1954, as amended to the date hereof, to an owner of such property. If Lessor, in computing its taxable income for any part of the term of this Lease, shall lose in whole or in part, the right to depreciation deductions using any method allowed by Section 167(b) of the Internal Revenue Code of 1954, as amended, or Lessor, in computing its taxable income for any period during which any Conditional Sale Indebtedness is outstanding, shall lose, in whole or in part, the benefit of interest deductions allowable to it pursuant to Section 163(a) of the Internal Revenue Code of 1954 as in effect on the date hereof with respect to amounts paid

or accrued as interest on such Conditional Sale Indebtedness, or Lessor shall lose, in whole or in part, the benefits of the investment credit allowable to it pursuant to Section 38 of the Internal Revenue Code of 1954 as in effect on the date hereof, in any such case under any circumstances or for any reason whatsoever (including, but not limited to, (x) the occurrence, at any time, of a change in or modification of law, including, without limitation, any change in or modification of applicable Treasury Regulations, or (y) the "original use" of such Unit not having commenced with Lessor within the meaning of Section 167 (c) (2) of the Internal Revenue Code of 1954 or any part of Owner's Cost for such Unit not being part of Lessor's basis for the purpose of computing depreciation deductions, or (z) the substitution of a replacement Unit under Section 9 hereof), except for the loss of the benefit of such deduction or credit solely because of the occurrence of any of the following events:

(i) an event shall occur whereby the Lessee is required by the terms of Section 9 hereof to pay, and shall pay in full, the Stipulated Loss Value for such Unit;

(ii) the Lessee shall purchase such Unit pursuant to Section 18 hereof and shall duly and timely perform all of its obligations under said Section;

(iii) at any time while such Unit is leased hereunder and while no Event of Default has occurred and is continuing unremedied, without the written consent of the Lessee, the Lessor shall voluntarily transfer legal title to such Unit to anyone or shall dispose of any interest in such Unit or shall reduce its interest in the rentals from such Unit under the Lease, unless, in each case, an Event of Default shall have occurred and be continuing;

(iv) Lessor shall fail to claim such depreciation deduction or interest deduction or investment tax credit in its income tax returns for the appropriate year or shall fail to follow the proper procedure in claiming such depreciation or interest deduction; or

(v) Lessor shall fail to have sufficient income to benefit from the depreciation or interest deduction or investment tax credit;

then, the Lessee shall pay the Lessor, as additional rent hereunder, an amount which, after deduction of all taxes required to be paid by the Lessor in respect of the receipt thereof under the laws of any governmental or taxing authority in the United States, shall be equal to the additional income taxes paid or payable by the Lessor in consequence of such

failure to obtain or have the right to claim, or the disallowance of, such depreciation deduction or such interest deduction or such investment tax credit, together with the amount of any interest (including any additions to tax) and penalties which may be payable by the Lessor in connection with such loss, provided, that the obligation of Lessee to indemnify Lessor with respect to the loss of any particular tax credit or deduction shall be terminated if such tax credit or deduction shall be barred by the Lessors electing any other tax credit or deduction with respect to the Units.

20. LESSEE'S OBLIGATIONS UNCONDITIONAL. The Lessee agrees to pay all rent, additional rent and any other amounts owing hereunder on the due date thereof in immediately available funds to the Lessor at 111 Westminster Street, Providence, Rhode Island 02903 (exclusive of amounts equal to the semi-annual payments shown on the Amortization Schedule, as revised from time to time, attached to the Conditional Sale Agreement, which amounts are to be paid as the same become due to the Vendor under the Conditional Sale Agreement, c/o Treasurer of State, P. O. Box 1170, Columbus, Ohio 43216, or at such other place as the Vendor, or its assigns, shall specify in writing) and the Lessee hereby agrees that the Lessee's obligation to pay such rent and other amounts shall be absolute and unconditional under all circumstances, including, without limitation, the following circumstances: (1) any setoff, counterclaim, recoupment, defense or other right which the Lessee may have against the Lessor, any seller or manufacturer of any Unit or anyone else for any reason whatsoever;

(ii) any defect in the condition, design, operation or fitness for use of any Unit or the existence of any liens, encumbrances or rights of others whatsoever with respect to such Units, whether or not resulting from claims against the Lessor not related to the ownership of such Units; (iii) any damage to or loss or destruction of any Unit or any interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever including any taking by any governmental body exercising any power or jurisdiction over the Units, any strike or any other event within or without control of the Lessee; (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against the Lessee; or (v) any other events or circumstances whatsoever, whether or not similar to any of the foregoing. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of any Unit hereunder except in accordance with the express terms hereof. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise except as specifically provided herein or shall be disaffirmed by any trustee or receiver for the Lessee or the Lessor, the Lessee nonetheless agrees to pay to the Lessor an amount equal to each rent payment at the time such payment would have become due and

agrees to pay to the Lessor an amount equal to each rent payment at the time such payment would have become due and payable in accordance with the terms hereof had this Lease not been terminated or disaffirmed in whole or in part.

Each rent or other payment made by the Lessee hereunder shall be final and the Lessee will not seek to recover all or any part of such payment from the Lessor for any reason whatsoever.

21. IDENTIFICATION. The Lessee, at its own expense, will cause each Unit to be kept numbered with the road numbers with respect thereto and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of such Unit, in letters not less than one inch in height, the name of the Vendor followed by the words "Security Owner" or other appropriate words designated by the Lessor or Vendor with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Lessor or the Vendor to such Unit and the rights of the Lessor under this Lease and of the Vendor under the Conditional Sale Agreement. The Lessee will not place any such Unit in operation or exercise any control or dominion over the same until such name and/or words shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. The Lessee will not change the road number of

any Unit except in accordance with a statement of new road numbers to be substituted therefor, which statement previously shall have been filed with the Vendor and the Lessor by the Lessee and filed, recorded or deposited in all public offices where this Lease will have been filed, recorded or deposited. The cost of marking all such numbers, names and word or words shall be borne by the Lessee.

Except as above provided, the Lessee will not allow the name of any person, association or corporation to be placed on the Units as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may cause the Units to be lettered with the names, initials or other insignia customarily used by the Lessee or its affiliates on railroad equipment used by them of the same or a similar type for convenience of identification of their rights to use the Units as permitted under this Lease.

22. INTEREST ON OVERDUE RENTALS. Anything to the contrary herein contained notwithstanding, any nonpayment of rentals and other obligations due hereunder shall result in the obligation on the part of the Lessee promptly to pay also, to the extent permitted by law, an amount equal to 9% per annum of such overdue obligation for the period of time during which it is overdue.

23. ASSIGNMENT AND POSSESSION. This Lease and all rights of the Lessor hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, in whole or in part, by the Lessor with or without notice to, and the consent of, the Lessee, but the Lessee shall be under no

obligation to any assignee, pledgee, mortgagee or other transferee of the Lessor except upon the giving of written notice thereof from the Lessor.

So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease, but, without the prior written consent of the Lessor, the Lessee shall not assign, transfer or encumber its leasehold interest under this Lease in the Units or any of them (except to the extent that the provisions of any mortgage now or hereafter created on any of the lines of railroad of the Lessee may subject such leasehold interest to the lien thereof). The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by the provisions of Section 5 hereof.

Nothing in this Section shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Units or possession of the Units to any corporation (which shall have duly assumed the obligations hereunder and thereunder of the Lessee) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety.

24. RECORDING; FURTHER ASSURANCES. The Lessee will cause this Lease, the Conditional Sale Agreement and any assignment hereof or thereof to be duly filed and recorded with the Interstate

Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and to be duly deposited with the Registrar General of Canada and to cause the required notice of such deposit to be duly given in The Canada Gazette in accordance with Section 86 of the Railway Act of Canada (1970-RSC). The Lessee will undertake the filing, recording and depositing and re-filing, re-recording and redepositing required of the Lessor under Article 27 of the Conditional Sale Agreement and will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will refile, re-register, re-record or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Lessor or the Vendor for the purpose of proper protection, to their satisfaction, of the Vendor's and the Lessor's respective interests in the Units, or for the purpose of carrying out the intention of this Lease or the Conditional Sale Agreement; and the Lessee will promptly furnish to the Vendor and the Lessor evidences of all such filing, recording or depositing, and an opinion or opinions of counsel for the Lessee with respect thereto satisfactory to the Vendor and the Lessor.

The Lessor and the Lessee will each, respectively, bear the fees and disbursements of any counsel which it may respectively retain.

25. NOTICES. All notices hereunder shall be in writing and shall become effective when deposited in the United States certified mail, first-class postage prepaid, addressed as follows: if to the Lessor, at 111 Westminster

Street, Providence, Rhode Island 02903, and if to the Lessee, at Dearborn, Michigan, Attention: President; or addressed to either party at such other address as such party shall from time to time designate in writing to the other party.

26. EXECUTION IN COUNTERPARTS. This Lease, and any lease supplemental hereto, may be executed in several separate counterparts, each of which when so executed shall be deemed to be an original, and in each case such counterparts together shall constitute but one and the same instrument.

27. MISCELLANEOUS. Any provision of this Lease Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law the Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. No term or provision of this Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought; and any waiver of the terms hereof shall be

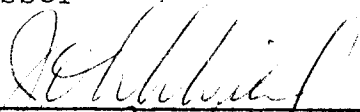
effective only in the specific instance and for the specific purpose given. This Lease shall constitute an agreement of lease, and nothing herein shall be construed as conveying to the Lessee any right, title or interest in any Units except as a lessee only. The captions in this Lease are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. This Lease shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act, such additional rights arising out of the filing, recording or depositing hereof and of any assignment hereof or out of the marking on the Units as shall be conferred by the laws of the several jurisdictions in which this Lease or any assignment hereof shall be filed, recorded or deposited and any and all rights arising out of the marking of the Units.

28. ENFORCEMENT BY VENDOR. The provisions of this Lease as they relate to the Vendor are for the benefit of the Vendor and may be enforced by the Vendor, to the same extent as if it were a party hereto, as a third-party beneficiary hereof, without any assignment thereof to such Vendor and without any responsibility by the Lessor in connection therewith.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Agreement to be duly executed by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

INDUSTRIAL LEASING CORPORATION
Lessor


By



President

DETROIT, TOLEDO and IRONTON
RAILROAD COMPANY

By



President

STATE OF *New York*
COUNTY OF *New York*; SS.:

On this *31st* day of *March*, 19*73*, before me personally appeared *Charles L. Towle* to me personally known, who being by me duly sworn, says that he is the *President* of *Detroit, Toledo and*
Frontier Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

My commission expires _____

Jean P. Ward
JEAN P. WARD
Notary Public, State of New York
No. 24-4153960
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 19*73*

STATE OF)
) ss.:
COUNTY OF)

On this day of , 19 , before me
personally appeared to me
personally known, who being by me duly sworn, says that he
is the of

, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

My commission expires _____

EXHIBIT A

LEASE SUPPLEMENT NO.

DATE , 1972

THIS LEASE SUPPLEMENT is executed and delivered by INDUSTRIAL LEASING CORPORATION (herein called the "Lessor"), and DETROIT, TOLEDO and IRONTON RAILROAD COMPANY (herein called the "Lessee") in accordance with the terms and as a part of that certain Lease of Railroad Equipment dated as of March 15 , 1972 (the "Lease"), between the Lessor and the Lessee (the defined terms in the Lease being herein used with the same meaning):

A. DESCRIPTION OF UNITS COVERED BY THIS LEASE SUPPLEMENT (include name of Manufacturer, the Manufacturer's Specifications; and the Lessee's Road Number):

B. TOTAL COST OF UNITS COVERED BY THIS LEASE SUPPLEMENT. \$_____ (\$_____ per Unit) (herein called the "Owner's Cost").

C. TERM. The term of this Lease for each Unit covered by this Lease Supplement shall commence on the date of delivery of such Unit as provided in Section 6 of the Lease and shall terminate 15 years after the date on which such Unit is settled for under the Conditional Sale Agreement (herein called the "Settlement Date").

D. RENT. For each Unit leased under this Lease Supplement, the Lessee hereby agrees to pay rent for the term of the Lease in 30 consecutive semiannual instalments in advance commencing on the Settlement Date, which shall each be in an amount equal to 4.80895% of the Owner's Cost of such Unit; provided, however, that if any of the payment dates referred to above is a Saturday, Sunday or a public holiday under the laws of the State of Rhode Island, the payment shall be payable on the immediately preceding business day.

E. DELIVERY. The Lessee hereby represents, warrants and confirms to the Lessor that the Units covered by this Lease Supplement have been duly delivered to the Lessee at the location referred to in Section 6 of the Lease, that the Lessee has duly inspected said Units and that the Lessee hereby accepts said Units for all purposes of the Lease and for the Lessor under the Conditional Sale Agreement as being in accordance with the Specifications, properly constructed, in good working order, repair and appearance and without defect or inherent vice in condition, design, operation or fitness for use, whether or not discoverable by the Lessee as of the date hereof, and free and clear of all liens, encumbrances and rights of others whatsoever, whether or not resulting from claims against the Lessor not related to the ownership of said Units; provided, however, that nothing contained herein or in the Lease shall in any way diminish or otherwise affect any right the Lessee or the Lessor may have with respect

to said Units against the seller or any manufacturer of said Units or any part thereof.

F. STIPULATED LOSS VALUE. Upon the happening of any event referred to in the first sentence of Section 9 of the Lease with respect to any Unit covered by this Lease and upon an election of alternative (1) in Section 9 of the Lease, on the rental payment date next following the giving of notice of such event to the Vendor and the Lessor required by Section 9 of the Lease (or, in the event that such rental payment date shall occur within five days after such notice, on the next succeeding rental payment date), the Lessee shall pay to the Lessor a sum equal to the Stipulated Loss Value of such Unit computed as of such rental payment date. As of each rental payment date the Stipulated Loss Value of any Unit covered by this Lease Supplement shall be the percentage of the Owner's Cost for such Unit set opposite the number of such rental payment below:

| <u>Number of</u> <u>Rental Payment</u> | <u>% of</u> <u>Owner's Cost</u> | <u>Number of</u> <u>Rental Payment</u> | <u>% of</u> <u>Owner's Cost</u> |
|---|------------------------------------|---|------------------------------------|
| 1 | 101.2000 | 17 | 74.5640 |
| 2 | 110.0970 | 18 | 71.5129 |
| 3 | 111.6641 | 19 | 68.3518 |
| 4 | 112.5594 | 20 | 65.0793 |
| 5 | 112.6990 | 21 | 61.6996 |
| 6 | 112.0783 | 22 | 58.2619 |
| 7 | 107.5140 | 23 | 54.7773 |
| 8 | 106.1805 | 24 | 51.2463 |
| 9 | 104.3507 | 25 | 47.6691 |
| 10 | 102.1605 | 26 | 44.0461 |
| 11 | 95.2430 | 27 | 39.9156 |
| 12 | 92.8278 | 28 | 34.2943 |
| 13 | 90.3056 | 29 | 27.4641 |
| 14 | 87.6806 | 30 | 19.6973 |
| 15 | 80.3416 | THEREAFTER | 15.0000 |
| 16 | 77.5064 | | |

Upon payment of the Stipulated Loss Value of such Unit and all rent due under this Lease Supplement up to and including the rental payment date on which such payment of Stipulated Loss Value is due as provided above, no further rental payment shall be due under Section D of this Lease Supplement as to such Unit.

G. IDENTIFICATION. The Lessee hereby further represents and warrants that the Units described above have been duly marked with insignia, plates or other identification showing the Lessor's title thereto in accordance with the terms of Section 21 of the Lease.

APPROVED AND AGREED TO by and between the parties hereto as of the date specified above.

DETROIT, TOLEDO and IRONTON
RAILROAD COMPANY

By _____
Title:

INDUSTRIAL LEASING CORPORATION
as

By _____
Title: